IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
MIDLAND DIVISION

IN RE:	§	
	§	
TALL CITY WELL SERVICE, LP.,	§	CASE NO. 16-70079
	§	(Chapter 11)
Debtor.	§	

SUPPLEMENT TO DEBTOR'S PLAN OF REORGANIZATION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW TALL CITY WELL SERVICE, LP, Debtor and Debtor-in-Possession herein, and files this its Supplement to its First Amended Plan and in connection therewith would state as follows:

1. Article 5.1 of the Plan is hereby replaced by this Plan Supplement as follows:

Class 1 is comprised of the senior secured lien claims held by Wells Fargo Bank, N.A. (the "Bank") and Wells Fargo Equipment Finance, Inc. ("WFEF," and collectively with the Bank, "Wells Fargo") in accordance with certain loan documents, including, but not limited to[1]:

[1] The Credit Agreement, each of the Notes, the Loan Schedules, the Security Agreements, the Bank Forbearance Agreement, the WFEF Forbearance Agreement, the Continuing Bank Guaranty, the WFEF Guaranty, each as may have been subsequently amended or modified, and all other related documents executed in connection with the loans from Wells Fargo to the Debtor together constitute the "Indebtedness Documents." The foregoing list of Indebtedness Documents is provided for descriptive purposes only and is not meant to be a comprehensive list of all of the operative Indebtedness Documents. The Debtor remains bound by all of the Indebtedness Documents regardless of whether any such Indebtedness Document has been specifically named and described herein.

Bank Loan Documents

a. That certain Credit Agreement, by and among the Debtor, J.G. Solis, Corporation ("J.G. Solis," together with the Debtor, the "Borrowers") and the Bank, as lender, dated September 13, 2013 (the "Credit Agreement");

b. That certain First Amendment to Credit Agreement, by and among the Borrowers and the Bank, dated June 30, 2014 (the "First Amended Credit Agreement");

c. That certain Term Promissory Note, executed by the Borrowers, in favor of the Bank, dated September 13, 2013, in the original principal sum of $8,704,823.43, advanced pursuant to the Credit Agreement (the "Term Promissory Note");

d. That certain First Modification to Term Promissory Note, executed by the Borrowers, in favor of the Bank, dated November 16, 2015;

e. That certain Revolving Line of Credit Note, executed by the Borrowers, in favor of the Bank, dated September 13, 2013, in the original principal sum of $4,000,000.00 under a revolving line of credit (the "RLC Note");

f. That certain First Modification to the RLC Note, executed by the Borrowers, in favor of the Bank, dated November 16, 2015, modifying the original principal sum of the RLC Note to be $2,100,000.00;

g. That certain Security Agreement, dated September 13, 2013, executed by the Debtor in favor of the Bank (the "Security Agreement");

h. That certain Security Agreement Immediately Restricted Wells Fargo Bank, National Association Deposit Account, dated November 16, 2015, in favor of the Bank (the "Deposit Account Security Agreement," together, with the Security Agreement, the "Security Agreements");

i. That certain Second Amendment to Credit Agreement and Forbearance, by and among the Borrowers, Joel G. Solis, as Guarantor (the "Guarantor"), and the Bank, dated November 16, 2015 (the "Bank Forbearance Agreement") under which the Borrowers granted the Bank, among other things, second priority liens and security interests in and against all of the Borrowers' assets pledged to WFEF;

j. That certain Continuing Guaranty dated September 13, 2013 executed by Joel G. Solis in favor of Wells Fargo Bank, N.A. (the "Continuing Bank Guaranty").

WFEF Loan Documents

k. That certain Master Loan and Security Agreement, by and between J.G. Solis and WFEF, dated September 12, 2013;

l. That certain Loan Schedule 276596-704, by and between J.G. Solis and WFEF, dated September 12, 2013, in the original principal sum of $1,636,071.14;

m. That certain Loan Schedule 276596-705, by and between J.G. Solis and WFEF, dated December 20, 2013, in the original principal sum of $1,829,964.60;

n. That certain Promissory Note Contract Number 276596-706, executed by J.G. Solis in favor of WFEF, dated April 3, 2014, in the original principal sum of $1,511,805.10, and secured by that certain Security Agreement, executed by the Debtor in favor of WFEF, dated as of April 3, 2014;

o. That certain Loan Schedule 276596-707, executed by J.G. Solis in favor of WFEF, dated October 1, 2014, in the original principal sum of $1,439,843.61, and secured by that certain Security Agreement, executed by the Debtor in favor of WFEF, dated as of April 3, 2014;

p. That certain Promissory Note Contract Number 276596-708, executed by J.G. Solis in favor of WFEF, dated July 14, 2014, in the original principal sum of $2,588,780.61, and secured by that certain Security Agreement, executed by the Debtor in favor of WFEF, dated as of July 14, 2014; and

q. That certain Promissory Note Contract Number 276596-710, by and between J.G. Solis and WFEF, dated April 15, 2015, in the original principal sum of $852,426.29, and secured by that certain Security Agreement, executed by J.G. Solis in favor of WFEF, dated as of April 15, 2015.

r. That certain Amendment and Forbearance Agreement, by and among the Borrowers, the Guarantor, and WFEF (the "WFEF Forbearance Agreement"), under which the Borrowers granted WFEF, among other things, second priority liens and security interests in and against all of the Borrowers' assets pledged to the Bank;

s. That certain Guaranty dated August 4, 2009 executed by Joel G. Solis in favor of Wells Fargo Equipment Finance, Inc. (the "WFEF Guaranty").

Each of the Indebtedness Documents is hereby reinstated and ratified by the Debtor, and incorporated into the Plan by reference as if set forth in full herein, except as such terms are amended as follows:

The Bank and WFEF shall have an Allowed Secured Claim for all purposes under the Plan and the Plan of J.G. Solis in the principal amount of $10,500,000.00 (the "Wells Fargo Claim"). The Wells Fargo Claim shall accrue interest at a non-default rate of 4%, and the Wells Fargo Claim shall mature on the 73rd month after the Effective Date of the Plan. Beginning on the Effective Date of the Plan, the Wells Fargo Claim shall be payable in monthly installments as follows:

(1)	Month 1 – Month 12:	$113,425 per month
(2)	Month 13 – Month 36:	$129,925 per month
(3)	Month 37 – Month 60:	$143,925 per month
(4)	Month 61 – Month 72:	$120,703 per month
(5)	Month 73:	$2,794,820 balloon payment due

The above payments represent the aggregate payments to be made to the Bank and WFEF. Prior to the Effective Date of the Plan, the Bank and WFEF shall provide to the Borrowers an amortization schedule detailing and allocating the specific monthly payments to be made to the Bank and to WFEF.

The Wells Fargo Claim shall (i) retain and be secured by the same security interests and liens that the Bank and WFEF currently hold in and against the Debtors' assets (including, without limitation, security interests and liens in and against the Collateral (as that term is defined in the Indebtedness Documents)); (ii) be treated as provided above in this Article 5 of the Plan; (iii) not be subject to any objection, defense, claim, counterclaim, or right of setoff, and (iv) not be subject to any avoidance or recovery actions under Sections 502(d), 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code.

The claims held by WFEF are not being paid in full, and the legal, equitable, and contractual rights of the Bank and WFEF are being modified under the Plan. The holders of the Class 1 claims are impaired and therefore are eligible to vote on the Plan.

2. Article 6 Class 2, are both supplemented as follows:

In addition to (and notwithstanding) the terms set forth above, the Debtor shall and hereby does reinstate and assume that certain Continuing Guaranty (the "Tall City Guaranty"), dated as of

September 12, 2013, executed, delivered, and issued by Tall City Well Service Co., L.P. and currently held by Siemens Financial Services, Inc. with regard to that certain Loan Schedule Number 276596-709 (to and as incorporating the terms of that certain Master Loan and Security Agreement dated as of September 12, 2013, the "Loan"), between the Debtor, as borrower, and Siemens Financial Services, Inc., as lender, pursuant to which the Debtor unconditionally guarantees the full and prompt payment and performance of all of the obligations owed by J. G. Solis Corporation to Siemens Financial Services, Inc. as such obligations are being revised under J. G. Solis Corporation concurrently filed Chapter 11 plan of reorganization. The Tall City Guaranty is incorporated into the Plan by reference as if set forth in full herein. The Debtor's reinstatement and assumption of the Tall City Guaranty shall also be effective and effected under Section 16 of the Plan. Siemens Financial Services, Inc. has consented to the foregoing terms and the reinstatement and assumption of Tall City Guaranty with regard to the Loan.

3. Article 7 of the Plan is hereby replaced by this Plan Supplement as follows:

Class 3 is comprised of the priority secured ad valorem tax claims for three tax claimants for 2016 taxes. Those claims are as follows:

Midland Central Appraisal District	$77,188.84
Midland County	$ 6,719.64
Ector County Appraisal District	$ 1,378.04

The claims will be paid by the Debtor in full in regular monthly payments beginning on the Effective Date, over a period of five (5) years from the petition date at the statutory interest rate of 12%.

Furthermore, any other provisions of the Plan notwithstanding, the tax claimants shall retain all liens they currently hold, whether for prepetition tax years or for the current tax year, on any property of the debtors until they receive payment in full of all taxes, penalties and interest owed to them under the provisions of this Plan, and their lien position shall not be diminished or primed.

Ad valorem taxes for the 2017 tax year are hereby designated to be post-confirmation debt incurred in the ordinary course of business to be timely paid in the ordinary course without the necessity of the filing of administrative expense claims or requests for payment, and if not so timely paid, will be subject to state court collection procedures without the necessity of further recourse to the bankruptcy court.

4. Article 9.1 of the Plan is hereby supplemented by this Plan Supplement as follows:

WFEF shall have an Allowed Unsecured Claim for all purposes under the Plan and the Plan of J.G. Solis in the amount of at least $2,131,978.03, on account of which WFEF shall receive payment of $1,000,000.00 (the "WFEF Deficiency Claim"). The WFEF Deficiency Claim shall carry no interest and shall be paid to WFEF in a lump sum contemporaneously with the Month 73 balloon payment to Wells Fargo as set forth in Section 5.1 of the Plan. In the event the Wells Fargo Claim is paid in full on an earlier date than as provided in Section 5.1 of the Plan, the Borrowers are hereby required to contemporaneously pay the WFEF Deficiency Claim in full.

On or before the Effective Date of the Plan, Virtus Oil Tools, Inc. and Aventus, LLC shall each execute unsecured guaranty agreements in favor of WFEF to unconditionally and absolutely guaranty the payment and performance of the WFEF Deficiency Claim. The form of the guaranty agreements shall be materially and substantially the same as the form and substance of the WFEF Guaranty.

5. Article 25 of the Plan is hereby replaced by this Plan Supplement as follows:

Except as set forth herein, the Debtor, on the one hand and the Bank and WFEF on the other hand, hereby mutually release and forever discharge each other of and from any and all claims, suits, allegations, causes of action, costs, demands, and liabilities available at common law or in equity, that in each case relate to or are otherwise in any way connected with the Debtor and its lending relationship with the Bank and WFEF, this chapter 11 case, and any of the events leading up to the chapter 11 case, from the beginning of time to immediately prior to the Plan's Effective Date, whether known or unknown, liquidated or unliquidated, fixed or contingent, asserted or unasserted, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, anticipated or unanticipated, which the Debtor, the Bank, and WFEF have, had, or claim to have had or hereafter claims to have against the other by reason of any act or omission occurring prior to the Effective Date of the Plan. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party under the Plan, the Indebtedness Documents (as modified by the Plan), or any document, instrument, or agreement executed to implement the Plan. Furthermore, the releases set forth above shall not release claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence.

Respectfully submitted.

/s/*Jesse Blanco*

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that and correct copies of the foregoing were provided to the parties listed below by US first class mail, postage prepaid, this 23rd day of January.

/s/ Jesse Blanco

Jesse Blanco

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